

**207 Waiver**  
**Title**  
**Legal Description**  
**Policy or Appeals**  
**Correspondence Between Legal & Staff**  
**Letter of Authorization**

Legal



**DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST**

NAME: Larry Kush

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: 10-23-19 AGENDA ITEM NO.: 5 & 6

DESCRIPTION OF ITEM: Mr. Dowell Motion

☐ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

☒ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: Working on another property with a partner in the land ownership

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature]  
Signature

10-23-19  
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.

# EXHIBIT A

## LEGAL DESCRIPTION

G.L.O. PATENT RIGHT OF WAY FOR ROADWAY AND PUBLIC  
UTILITIES PURPOSES ABANDONMENT

AN ABANDONMENT OF PORTIONS OF THE RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITIES PURPOSES DESCRIBED WITHIN MCR DOCKET 2904, PAGE 175, PATENT NUMBER 1144421 LOCATED IN GOVERNMENT LOT 38 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 33.00 FEET OF SAID GOVERNMENT LOT 38.

EXCEPT THE SOUTH 280.00 FEET AND THE WEST 120.00 FEET THEREOF,

AND

EXCEPT ANY NORTHERLY PORTION BOUNDED BY THE SOUTH LINE DESCRIBED IN MCR DOCUMENT 1999-0821451.

EXHIBIT B MADE A PART BY REFERENCE HEREON



*Nicholas W. Jarrett*

**5-AB-2019**  
**07/01/2019**



**LANDCOR**  
CONSULTING

6859 E. Rembrandt Ave, 124  
Mesa, AZ 85212  
Ph: (480) 223-8573  
landcorconsulting.com

DATE: 6/19/19

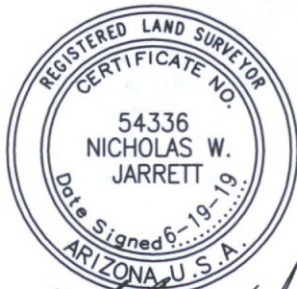
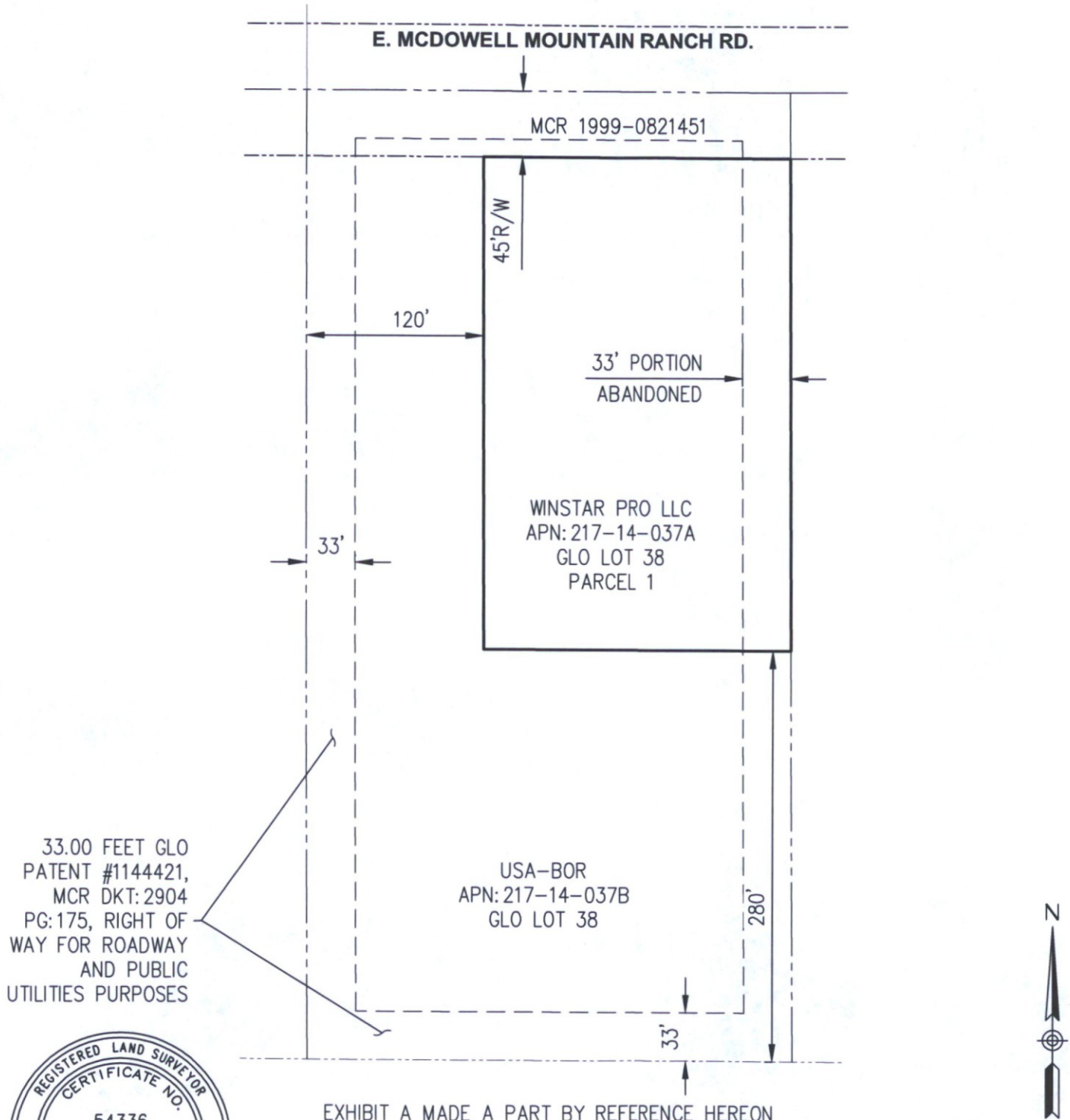
SCALE: NTS

**ABANDONMENT**  
**EXHIBIT A**

JOB NO.  
1617

# EXHIBIT B

LEGAL DESCRIPTION  
G.L.O. PATENT RIGHT OF WAY FOR ROADWAY AND PUBLIC  
UTILITIES PURPOSES ABANDONMENT



*Nicholas W. Jarrett*



6859 E. Rembrandt Ave, 124  
Mesa, AZ 85212  
Ph: (480) 223-8573  
landcorconsulting.com

DATE: 6/19/19

SCALE: NTS

ABANDONMENT  
EXHIBIT B

JOB NO.  
1617

# EXHIBIT A

LEGAL DESCRIPTION  
G.L.O. PATENT RIGHT OF WAY FOR ROADWAY AND PUBLIC  
UTILITIES PURPOSES ABANDONMENT

AN ABANDONMENT OF PORTIONS OF THE RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITIES PURPOSES DESCRIBED WITHIN MCR DOCKET 2397, PAGE 159, PATENT NUMBER 1145658 LOCATED IN GOVERNMENT LOT 39 OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

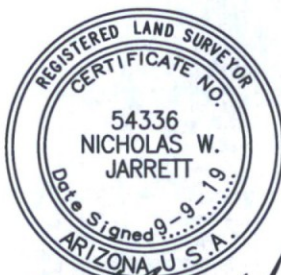
THE SOUTH 33.00 FEET, AND WEST 33.00 FEET OF SAID GOVERNMENT LOT 39.

EXCEPT THE EAST 33.00 FEET AND THE SOUTH 280.00 FEET OF THE WEST 180.00 FEET THEREOF,

AND

EXCEPT ANY NORTHERLY PORTION BOUNDED BY THE SOUTH LINE DESCRIBED IN MCR DOCUMENT 1999-0821451.

EXHIBIT B MADE A PART BY REFERENCE HEREON



*Nicholas W. Jarrett*



6859 E. Rembrandt Ave, 124  
Mesa, AZ 85212  
Ph: (480) 223-8573  
landcorconsulting.com

DATE: 9/9/19

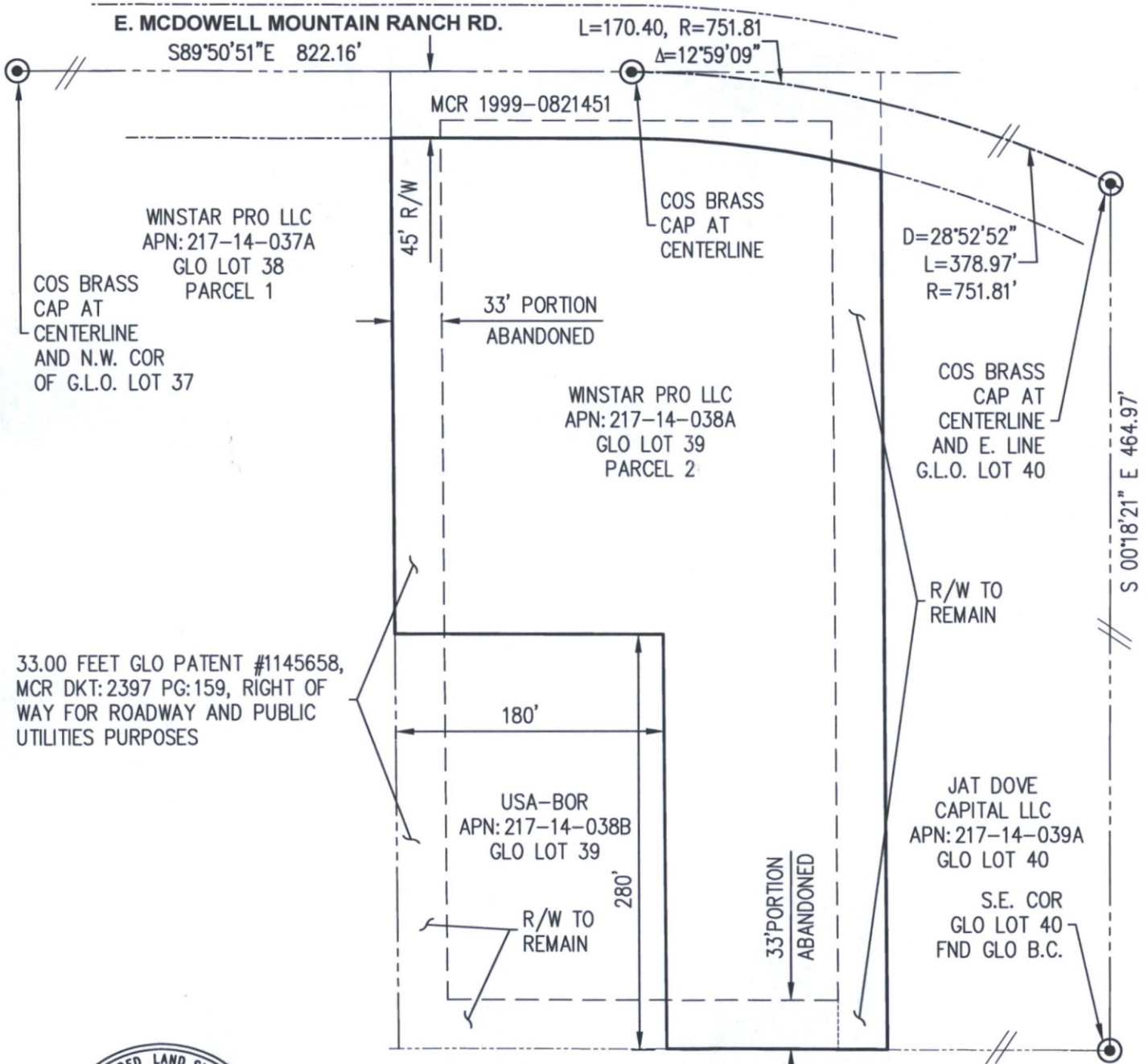
SCALE: NTS

**ABANDONMENT  
EXHIBIT A**

JOB NO.  
1617

# EXHIBIT B

LEGAL DESCRIPTION  
G.L.O. PATENT RIGHT OF WAY FOR ROADWAY AND PUBLIC  
UTILITIES PURPOSES ABANDONMENT



*Nicholas W. Jarrett*



EXHIBIT A MADE A PART BY REFERENCE HEREON



6859 E. Rembrandt Ave, 124  
Mesa, AZ 85212  
Ph: (480) 223-8573  
landcorconsulting.com

DATE: 9/9/19

SCALE: NTS

**ABANDONMENT  
EXHIBIT B**

JOB NO.  
1617

# Affidavit of Authorization to Act for Property Owner



1. This affidavit concerns the following parcel of land:

- a. Street Address: 9909 E. McDowell Mtn. Ranch Rd
- b. County Tax Assessor's Parcel Number: 217-14-037A/038A
- c. General Location: East of the southeast corner of MMRR/98th ST
- d. Parcel Size: 5 AC
- e. Legal Description: see attached legal

(If the land is a platted lot, then write the lot number, subdivision name, and the plat's recording number and date. Otherwise, write "see attached legal description" and attach a legal description.)

- 2. I am the owner of the land or I am the duly and lawfully appointed agent of the owner of the land and have authority from the owner to sign this affidavit on the owner's behalf. If the land has more than one owner, then I am the agent for all of the owners, and the word "owner" in this affidavit refers to all of them.
- 3. I have authority from the owner to act for the owner before the City of Scottsdale with regard to any and all reviews, zoning map amendments, general plan amendments, development variances, abandonments, plats, lot splits, lot ties, use permits, building permits and other land use regulatory or related matters of every description involving the land, or involving adjacent or nearby lands in which the owner has (or may acquire) an interest, and all applications, dedications, payments, assurances, decisions, agreements, legal documents, commitments, waivers and other matters relating to any of them.
- 4. The City of Scottsdale is authorized to rely on my authority as described in this affidavit until three work days after the day the owner delivers to the Director of the Scottsdale Planning & Development Services Department a written statement revoking my authority.
- 5. I will immediately deliver to the Director of the City of Scottsdale Planning & Development Services Department written notice of any change in the ownership of the land or in my authority to act for the owner.
- 6. If more than one person signs this affidavit, each of them, acting alone, shall have the authority described in this affidavit, and each of them warrant to the City of Scottsdale the authority of the others.
- 7. Under penalty of perjury, I warrant and represent to the City of Scottsdale that this affidavit is true and complete. I understand that any error or incomplete information in this affidavit or any applications may invalidate approvals or other actions taken by the City of Scottsdale, may otherwise delay or prevent development of the land, and may expose me and the owner to other liability. I understand that people who have not signed this form may be prohibited from speaking for the owner at public meetings or in other city processes.

Name (printed)

MICHAEL P. LEARY  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

MAY 9, 2019  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_

Signature

Michael P. Leary  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • www.Scottsdale.

**5-AB-2019**  
**5/13/2019**



**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule A

**Transaction Identification Data for reference only:**

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC Issuing Office: 2555 E. Camelback Rd., Suite 275, Phoenix, AZ

Escrow Officer: Vicki Etherton

Issuing Office File No.: 6182421A-128-V60

Title Officer: Mike Bishop

Property Address: 9875 & 9909 E. McDowell Ranch Road, Scottsdale, AZ

Revision No.:

#### SCHEDULE A

1. Commitment Date: April 4, 2019
2. Policy to be issued:
  - (a) ALTA 2006 Extended Owner's Policy  
Proposed Insured: **City of Scottsdale, An Arizona municipal corporation**  
Proposed Policy Amount: \$6,800,000.00
  - (b) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
  - (c) None  
Proposed Insured:  
Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is **A Fee**
4. The Title is, at the Commitment Date, vested in:  
Winstar Pro, L.L.C., an Arizona limited liability company
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By:

Authorized Countersignature

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

# Exhibit A

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

### PARCEL NO. 1:

Lot 38, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 280.00 feet; and

EXCEPT the West 120.00 feet of said Lot 38, lying North of said South 280.00 feet of Lot 38; and

EXCEPT that portion deeded to City of Scottsdale by instrument recorded November 24, 1999, in Document No. 99-1069622, more particularly described as follows:

COMMENCING at the center of the Southwest quarter of said Section 5, said point also being the Northeast corner of Lot 33 of said Section 5;

THENCE North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 33 a distance of 329.93 feet to the Northwest corner of said Lot 33, said point also being the Northeast corner of Lot 34;

THENCE continuing North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 34 a distance of 329.93 feet to the Northwest corner of said Lot 34, said point also being the Northeast corner of Lot 35;

THENCE South 00 degrees 15 minutes 00 seconds East along the East line of said Lot 35 a distance of 660.26 feet to the Southeast corner of said Lot 35, said point also being the Northeast corner of Lot 38 and the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 12 minutes 30 seconds East along the East line of said Lot 38 a distance of 45.00 feet to a point;

THENCE North 89 degrees 44 minutes 14 seconds West parallel to the North line of said Lot 38 a distance of 210.50 feet, to a point;

THENCE North 00 degrees 12 minutes 30 seconds West a distance of 45.00 feet to a point on the North line of said Lot 38;


THENCE South 89 degrees 44 minutes 14 seconds East along the North line of said Lot 38 a distance of 210.50 feet to the TRUE POINT OF BEGINNING; and

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 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY First American Title Insurance Company
<b>Exhibit A (Cont.)</b>	

Commitment No.: 6182421A-128-V60

### EXHIBIT A

#### Legal Description (Continued)

EXCEPT all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as reserved in Patent from the United States of America, recorded in Docket 2904, page 175, records of Maricopa County, Arizona.

#### PARCEL NO. 2:

Lot 39, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West 180 feet of the South 280 feet thereof; and

EXCEPT that portion conveyed to City of Scottsdale, a municipal corporation, by instrument recorded August 31, 1999 in Document No. 99-0821451, described as follows:

COMMENCING at the center of said Section 5, said point also being the Northeast corner of Lot 33 of said Section;

THENCE North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 33 a distance of 329.93 feet to the Northwest corner of said Lot 33;

THENCE South 00 degrees 13 minutes 46 seconds East along the West line of said Lot 33 a distance of 659.97 feet to the Southwest corner of said Lot 33, said point also being the Northeast corner of Lot 39 and the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 13 minutes 48 seconds East along the East line of said Lot 39 a distance of 67.03 feet to a point;


THENCE Northwesterly along a non-tangent curve, concave to the Southwest, said curve having a radius of 706.81 feet and a length of 176.91 feet, to a point of tangency;

THENCE North 89 degrees 44 minutes 14 seconds West parallel to the North line of said Lot 39 a distance of 155.19 feet to a point on the West line of said Lot 39;

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<b>Exhibit A (Cont.)</b>	

Commitment No.: 6182421A-128-V60

### EXHIBIT A

#### Legal Description (Continued)

THENCE North 00 degrees 12 minutes 30 seconds West along the West line of said Lot 39 a distance of 45.00 feet to the Northwest corner of said Lot 39;

THENCE South 89 degrees 44 minutes 14 seconds East a distance of 330.05 feet to the TRUE POINT OF BEGINNING;  
and

EXCEPT all coal, oil, gas and other minerals and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in Patent from the United States of America, recorded in Docket 2397, page 159, records of Maricopa County, Arizona.

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

## Schedule BI & BII

Commitment No.: 6182421A-128-V60

### SCHEDULE B, PART I

#### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

#### TAX MAP

#### TAX NOTE:

Year	2018
Parcel No.	217-14-037A 4
Total Tax	\$5048.32
First Half	\$2524.16 (paid)
Second Half (Parcel No. 1)	\$2524.16 (paid)

#### TAX NOTE:

Year	2018
Parcel No.	217-14-038A 1
Total Tax	\$7352.08
First Half	\$3676.04 (paid)
Second Half (Parcel No. 2)	\$3676.04 (paid)

5. FURNISH the Company with Owner's Affidavit executed by Winstar Pro, L.L.C., an Arizona limited liability company

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 6182421A-128-V60

#### SCHEDULE B

(Continued)

6. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
7. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown Items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.

8. NOTE: We find no open deeds of trust of record. Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.
9. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

Winstar Pro, L.L.C., an Arizona limited liability company

10. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Winstar Pro, L.L.C., an Arizona limited liability company

11. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.
12. RECORD Deed from Winstar Pro, L.L.C., an Arizona limited liability company, to City of Scottsdale, An Arizona municipal corporation.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

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*First American Title™*

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### **Schedule BI & BII (Cont.)**

Commitment No.: 6182421A-128-V60


#### **SCHEDULE B**

**(Continued)**

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**  
(Continued)

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
1. MATTERS contained in the Patent from the United States of America, recorded in Docket 2397, page 159, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America;

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land;

RIGHT OF WAY for roadway and public utilities over the North, South, East, and West property lines;

NOTE: Partial Release of Easement by Southwest Gas Corporation, a California corporation:

Recorded in Document No. 2008-0413162

(Parcel No. 2)

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**First American Title™**

## ALTA Commitment for Title Insurance

ISSUED BY

**First American Title Insurance Company**

### Schedule BI & BII (Cont.)

Commitment No.: 6182421A-128-V60

#### SCHEDULE B

(Continued)

2. MATTERS contained in the Patent from the United States of America, recorded in Docket 2904, page 175, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America;

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land;

RIGHT OF WAY for roadway and public utilities over the North, South, East, and West property lines;

NOTE: Partial Release of Easement by Southwest Gas Corporation, a California corporation:

Recorded in Document No. 2008-0413163

(Parcel No. 1)

3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
  
2019
5. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
6. ADVERSE MATTERS that may be revealed by an inspection of the land.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

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<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**  
**(Continued)**

7. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

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